

STATE OF ALABAMA)
COUNTY OF SHELBY)

****TITLE NOT EXAMINED****

**** Legal Description not examined****

Inst # 2000-12528

REAL ESTATE SECOND MORTGAGE

For value received, the undersigned James W. Hardy, resident of Shelby County, Alabama (hereinafter referred to as the "Maker"), hereby promises to pay to the order of Murphy Automotive Group, LLC (hereinafter referred to as the "Holder"), the sum of THIRTY FOUR THOUSAND SEVEN HUNDRED FIFTY SEVEN DOLLARS, (\$34,750.00) at Highway 31 South, Pelham, Alabama or at such place in Shelby County, Alabama, as any holder hereof may designate in writing, without interest upon the unpaid principal balance from the date hereon.

Payment of the principal shall be made weekly commencing on April 17th, 2000 in the amount of \$3,000.00 per week until said amount is paid in full.

The Maker hereof shall have the right to prepay all or any part of the principal of this Promissory Note prior to final payment.

To secure payment of a Promissory Note, there has simultaneously herewith executed and delivered to the Holder a money purchase mortgage, to be held in the form of a second mortgage lien, with respect to the following real property, to-wit:

*House and land located on Lot 16 Saddle Lake Farms, as recorded in Map Book, 20
Page 20-A in the Probate Court of Shelby County, Alabama.
(Street address) 114 Saddle Lake Drive*

Maker and endorser of this Real Estate Second Mortgage hereby agrees to pay all costs of collection of this document, including reasonable attorney's fees.

The granting to the Maker of this document any other person of any extension or extensions of time for payment of any sums due hereunder or of the accompanying mortgage or of the performance of any covenant or condition thereof, or the taking or release of any other security shall in no way release or affect the liability of Makers, or any endorser, surety or guarantor.

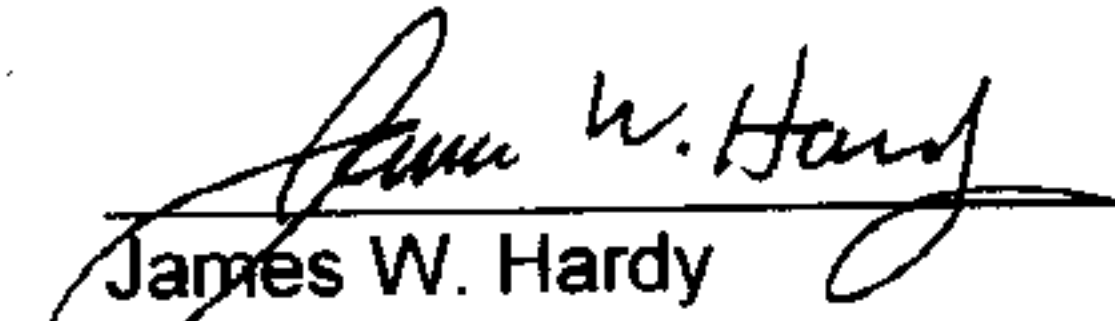
The undersigned hereby waive presentment, demand, protest, notice of protest and any defense by reason of extension of time for payment or other indulgence granted by any Holder hereof, and hereby waive all rights of exemption under the Constitution and laws of the State of Alabama.

This document is being accepted and delivered in the State of Alabama and shall

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be governed by and construed in accordance with the laws of that state.


Dated this 12th day of April, 2000.


James W. Hardy

**STATE OF ALABAMA)
COUNTY OF SHELBY)**

I, the undersigned, a notary public in and for said county in said state, hereby certify that James W. Hardy, whose name is signed to the foregoing Real Estate Second Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, executed the same voluntarily the day the same bears date.

GIVEN under my hand and official seal this 12th day of April, 2000.


Notary Public 4/24/2000

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